

REMARKS

Claims 34-39 are currently pending in the current application. Each of claims 34-39 stands rejected by the Office Action mailed March 04, 2010. Claims 34-36 are amended by the present response. Claims 34-36 are independent claims, and claims 37-39 depend, either directly or indirectly, from claim 36. Applicants respectfully request reconsideration of the Application, in light of the following remarks.

Rejection of Claim 34-35 as being anticipated by Meyer

Applicants first address the rejection of claim 34 under 35 U.S.C. §102(e) as being purportedly anticipated by Meyer *et al.*, U.S. Patent No. 6,915,271 (hereinafter “Meyer”). As an initial matter, Applicants respectfully traverse the rejection as set forth by the Office Action, at least for similar reasons as discussed in previous submissions. Nevertheless, Claim 34 is amended by the present response to even further clarify the presently claimed subject matter and to help expedite prosecution of certain aspects of the presently claimed subject matter. Claim 34 is amended by the present response to recite that the offering, by a second system of a second party, includes “wherein the item for sale can be **identified on the second system by a customer using the second system**”; and that a portal is provided containing a plurality of promotions “wherein the customer can search for the promotion after the customer has identified the item for sale **on the second system**, the promotion having a promotion amount.” Support for these amendment may be found in the Specification, for example, at p. 15, lines 11-18 (“**After selecting the desired items into a shopping cart**, the customer invokes a rebate and coupon button on a screen...if any items in the shopping cart are not specific enough to unambiguously identify a manufacturer, **the system 15 returns coupons for multiple manufacturers of similar products for the customer to choose from.**”; emphasis added.)

Explaining its rejection of claim 34, the Office Action states, “As indicated above since the merchants products are available for sale online at the merchants website, the items are offered for sale and the items can be identified by a customer, and after the customer identifies the item the customer can browse the promotional website.” (See Office Action at p. 6.) As an initial matter, Applicants respectfully submit that the mere existence of a separate website does not teach “providing a portal...” as fully set forth by claim 34. In any event, claim 34, as further clarified by

the present amendment, expressly recites, for example, that the item for sale can be identified on the second system by a customer using the second system. Such an identification on the second system by a customer using the second system is quite different than the purported teaching asserted by the Office Action. The mere offering of an item for sale on a website does not teach or suggest, for example, “providing a portal...wherein the customer can search for the promotion after the customer has identified the item for sale **on the second system...**” as claimed by claim 34.

Next, Applicants turn to the rejection of claim 35. Applicants respectfully traverse the rejection as set forth by the Office Action, at least for similar reasons as discussed in previous submissions. Nevertheless, Claim 35 is amended by the present response to even further clarify the presently claimed subject matter and to help expedite prosecution of certain aspects of the presently claimed subject matter. Claim 35 recites, for example “offering, by a second system of a second party, an item for sale online at a sales price amount,” where the item for sale has associated with it by the second system of the second party “a promotion from the first party.” Claim 35 is amended by the present response to even more clearly recite that “the second system is distinct from the first system and the second party is distinct from the first party.” Applicants further note that claim 35 also recites that the promotion from the first party has “a promotion amount,” and further recites “receiving, by the second system, an online purchase request,” “responding, by the second system, to the online purchase request by collecting from the buyer...”, and “causing, by the second system, shipment by the second party...” As such, the party which the promotion having a promotion amount is from (the first party) is different from the party offering an item for sale online at a sales price, receiving an online purchase request, responding to the online purchase request by collecting a purchase amount, and shipping the item. Put another way, the promotion having a promotion amount comes from a first party that is distinct from the second party (the party, *inter alia*, offering the item for sale online at a sales price amount, receiving a purchase request, and collecting a purchase amount).

In response to Applicants’ previous demonstration of shortcomings in the asserted art, the Office Action attempts to explain its rejection of claim 35, asserting that “[t]he claim does not indicate that the second party is different than the first part [sic].” (*See* Office Action at p. 6.) Applicants respectfully traverse that assertion as explained in previous submissions.

Nonetheless, as discussed above, claim 35 is amended by this response to even more clearly and explicitly recite that the parties (and systems) are distinct.

Further explaining its rejection, the Office Action states, “However Meyer also teaches that a service provider, the entity that runs the incentive system and the promotion sponsor may be a chamber of commerce, a credit card company... (see col. 16 lines 47-67). Meyer also teaches that the promotional sponsors may use a promotional agency to run the actual promotion (see col. 17 lines 15-37) which is different than the merchants (for example Target).” (See Office Action at p. 6.)

Regardless of whether the “promotional sponsors” (or “promotional agency”) are different from the merchants, Applicants respectfully submit that such teachings as asserted by the Office Action fail to disclose the subject matter of claim 35. For example, the cited and relied upon portions of Meyer do not teach a second party as set forth by claim 35 offering an item for sale on line that is distinct from a first party from which a promotion having a promotion amount is from.

The first cited portion of Meyer (16:47-67) reads as follows:

A promotion sponsor is an organization that sponsors promotions. Such a sponsor may then use one or more promotions to gather statistics. For sponsorship, the sponsor may require its logo to be used in incentive icons and other incentive displays, or have other requirements. For example, a promotion sponsor may be a chamber of commerce, or a credit card company such as VISA, or an external membership organization, such as the American Automobile Association or a credit card company. The sponsor may sponsor a campaign run directly by an incentive issuer (e.g., a manufacturer) or by a promotion agency. The promotion agency would then select the service provider to use for the promotional campaign. It would be clear that an incentive issuer may run a promotion without using a third party. In such a case, the incentive sponsor is incentive issuer. For example, a merchant such as CIRCUIT CITY may issue a set of promotions related to goods sold at its store, and act as the sponsor of the promotion by requiring certain CIRCUIT CITY logos to be used for these incentives when a consumer views the incentive from CIRCUIT CITY's Website.

Applicants respectfully submit such “promotion sponsors” as set forth by this cited portion of Meyer (such as a chamber of commerce, a credit card company, or the AAA) are not taught as offering an item for sale on line or collecting a purchase amount and therefore cannot teach the second party as fully set forth by claim 35. Nor does the cited portion of Meyer teach these “promotion sponsors” as providing a promotion having a promotion amount (let alone a promotion amount wherein the second system collects “a purchase amount corresponding to the sales price amount less the promotion amount” as expressly recited by claim 35), so this portion of Meyer similarly fails to teach “...a promotion from the first party, the promotion having a promotion amount, wherein the second system is distinct from the first system and the second party is distinct from the first party.” Thus, the relied upon “promotion sponsors” fail to teach either the recited aspects of either the first or second party as fully set forth by claim 35. The other cited portion of Meyer does not remedy these shortcomings. That portion (17:15-37), states as follows:

In some situations, two types of memberships may be defined. In such situations, membership with the account provider indicates membership in the incentives scheme. Promotion sponsors are defined as above, and such a promotion sponsor may use a promotion agency to run the actual promotion. The promotion sponsor may be an external membership organization that has separate membership from membership in the incentives scheme. Two examples of external membership organizations are the American Automobile Association (AAA) or a particular credit card organization, and for these two examples, external members would be AAA members and holders of the particular credit card, respectively. A promotion of incentives sponsored by the external membership organizations may include any of the following characteristics: different icons for external members and non-members, viewing restricted only to external members, or, in the case of unrestricted viewing, clipping of the incentive being restricted to members of the external membership organization. Other methods of restriction or exclusion also may be used. For example, clipping may be allowed only when accessed from a particular Web site of for people registered with a particular Web-based merchant.

As with the previously discussed cited portion of Meyer, Applicants respectfully submit that the “promotion sponsors” do not provide a promotion having a promotion amount (let alone a promotion amount wherein the second system collects “a purchase amount corresponding to the sales price amount less the promotion amount” as expressly recited by claim 35), so this portion of Meyer similarly fails to teach “...a promotion from the first party, the promotion having a promotion amount, wherein the second system is distinct from the first system and the second party is distinct from the first party.” Similarly, as such organizations as described do not offer items for sale online or collect a purchase amount, Applicants respectfully submit such “promotion sponsors” again fail to teach a second party offering an item for sale on line or collecting a purchase amount and therefore cannot teach the second party as fully set forth by claim 35. Yet further still, claim 35 also expressly recites “causing, by the second system, shipment by the second party of the item for sale to the buyer.” Applicants respectfully submit that such membership organizations, such as the AAA or a credit card organization, do not teach causing, by the second system, shipment by the second party. For at least the above reasons, as well as those discussed in previous submissions, Applicants respectfully submit that Meyer does not anticipate claim 35, and that claim 35 is allowable.

Rejection of Claims 36-39 as being anticipated by Meyer

Claim 36 and its dependent claims stand rejected as being unpatentable over Meyer in view of various other references. As an initial matter, claim 36, similar to claim 35, expressly recites that the first party (which the promotion having a promotion amount is from) and the second party (which offers an item for sale online), as well as the first and second systems, are distinct. Further, the Office Action relies solely upon Meyer as teaching the common aspects shared between claim 35 and claim 36. Applicants respectfully submit that the additionally cited references do not remedy the above shortcomings in the disclosure of Meyer, and that claim 36 and its dependent claims are allowable for at least similar reasons as those discussed above with respect to claim 35 and in previous submissions.

In the previous submission, Applicants demonstrated the failure of the cited art to teach “...wherein the item has been acquired by the second party from the first party...” Responding to Applicants’ previous submission, the Office Action states, “Regarding claim 36, ‘...wherein the item has [bcen] acquired by the second party from the first party...’, Examiner points out that the

products at the promotional site (e.g. Cambridge Classic Shirts or Hilliard and Hanson Shoes or ‘Joy of Cooking’, see fig. 35) are products of the first site (e.g. Target, amazon.com etc.).” (*See* Office Action at p. 6.) However, Applicants respectfully submit that whether or not “products at the promotional site” are “products of the first site” as asserted by the Office Action, such a teaching is utterly silent with respect to an item being acquired by the second party from the first party. As previously pointed out, a mere teaching of different sites that goods or services may be purchased from does not teach a second party having acquired the item as recited by claim 36. For example, a site offering an item may not have yet acquired the item, or may not ever acquire the item at all. In any event, as previously discussed, the disclosure of Fig. 35 does not teach the distinct parties as recited by claim 36.

For at least the above discussed reasons, as well as those given in previous submissions, Applicants respectfully submit that the cited references, either alone or in combination, do not teach, suggest, or otherwise render obvious the subject matter of claim 36 or any of its dependent claims, and that those claims are allowable.

Conclusion

In general, the Office Action makes various statements regarding the pending claims and the cited reference that are now moot in light of the above. Thus, Applicants will not address such statements at the present time. However, Applicants expressly reserve the right to challenge such statements in the future should the need arise (e.g., if such statements should become relevant by appearing in a rejection of any current or future claim).

Applicants believe that the pending claims are allowable. Should the Examiner disagree or have any questions regarding this submission, Applicants invite the Examiner to telephone the undersigned at (312) 775-8000.

A Notice of Allowability is courteously solicited.

Respectfully submitted,

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By: _____

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